

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Agreement between the City of El Paso and Sandie Sparks on behalf of her neighborhood watch group to provide funding from available District No. 6 discretionary funds in the amount of \$88.00 for the purchase of four neighborhood watch signs.

ADOPTED this \_\_\_\_\_ day of December 2004.

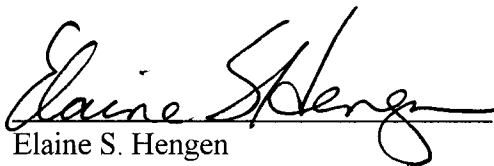
CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
Elaine S. Hengen  
Assistant City Attorney

STATE OF TEXAS            )  
                                      )  
COUNTY OF EL PASO        )

**AGREEMENT**

This Agreement is entered into by and between The City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "City," and Sandie Sparks, hereinafter referred to as "Contractor."

**WITNESSETH**

**WHEREAS**, Contractor is the captain of a neighborhood watch group in her neighborhood;

**WHEREAS**, Contractor desires to have the City furnish four neighborhood watch group signs for placement in her neighborhood, and funds for such project are available from the discretionary funds for City Council Representative District 6;

**WHEREAS**, Contractor has no funding available and cannot locate funding to pay for the signs; and

**WHEREAS**, the City Council finds that the promotion of neighborhood watch groups and the posting of the signs, constitutes an important public purpose or benefit to the City and citizens of El Paso for which the City is willing to expend the funds designated in this Agreement;

**NOW, THEREFORE**, in consideration of the promises and mutual agreements hereinafter set forth, the parties hereto do mutually agree as follows:

1.     **DURATION AND SCOPE.** Contractor agrees to continue to serve as captain for the neighborhood watch group in her neighborhood and to work with the Police Department in conjunction with appropriate neighborhood watch activities. Upon making the purchase of the four signs, Contractor shall furnish the signs to appropriate personnel of the El Paso Police Department, as requested, for installation of the signs by the City. The signs shall be the property of the City and at any time during which Contractor does not operate her neighborhood watch group to the satisfaction of the El Paso Police Department, the City may remove the signs and place them into other use within the City.
2.     **CONSIDERATION.** The City shall provide monetary support of \$88.00 available from the discretionary funds for City Council Representative District 6 for the purchase of four neighborhood watch signs.
3.     **LEGAL RELATIONSHIP.** Nothing in this Agreement shall be construed as creating a legal relationship of co-sponsorship or responsibility for the Contractor's neighborhood watch group. Contractor is an independent contractor, and nothing herein shall be construed as creating the relationship of employer and employee or principal and agent between the parties.

4. **RELEASE AND INDEMNIFICATION.** CONTRACTOR HEREBY RELEASES AND FOREVER DISCHARGES THE CITY FROM ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION, WHETHER ON ACCOUNT OF PERSONAL INJURY, DEATH OR DAMAGE TO PROPERTY, RESULTING OR TO RESULT FROM THE USE OF OR PLACEMENT OF THE NEIGHBORHOOD WATCH SIGNS. CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY SUCH CLAIMS, CAUSES OF ACTION OR DEMANDS, INCLUDING SUBROGATION, NOW OR IN THE FUTURE DUE TO THE USE OF OR PLACEMENT OF THE NEIGHBORHOOD WATCH SIGNS, INCLUDING, BUT NOT LIMITED TO, CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION FROM OR BY ANY PERSON.

5. **SAFETY.** Contractor shall comply with all applicable laws, ordinances and regulations.

6. **DISCRIMINATION.** Contractor, its officers, agents, servants, employees, volunteers and third parties will not discriminate on account of race, color, religion, sex or national origin, nor will it permit or allow any discrimination in the work done pursuant to this Agreement.

7. **NON-RELIGIOUS ACTIVITIES.** Contractor will conduct the activities of her neighborhood watch group, insofar as it may involve the City of El Paso, in a manner that is exclusively non-religious in nature and scope; there will be no religious services, proselytizing, instruction, or any other religious influences in connection with the group insofar as it may involve the City of El Paso. Contractor shall not represent that the City of El Paso is in support of or in favor of any religious services, proselytizing, instruction, or any other religious influences in connection with the group.

8. **HANDICAPPED ACCESSIBILITY STANDARDS.** Contractor agrees, that in the performance of this Agreement, that it will comply with the Americans with Disabilities Act ("ADA"), as may be required by law. Contractor, if required, must file the Assurance required under City Ordinance 9779, prohibiting discrimination against disabled persons.

9. **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state and local laws and regulations; all City ordinances and all codes and regulations. Failure to do so in any manner which materially impairs the quality of performance hereunder or affects the administration of the funds provided hereunder shall constitute a material breach of this Agreement.

10. **TERMINATION.** Either party may terminate this Agreement by sending written notice to the other if the other is in default in a matter of serious importance to the aggrieved party. Termination shall be without prejudice to any obligation by one party to the other which shall have accrued and be owing prior thereto.

11. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

12. **NOTICES.** All notices and communications under this Agreement shall be either hand-delivered or mailed, postage prepaid in the United States Postal Services, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

CITY: Mayor  
City of El Paso  
2 Civic Center Plaza  
El Paso, Texas 79901-1196

CONTRACTOR: Sandie Sparks  
1312 Morgan Marie  
El Paso, TX 79936

13. **ENTIRE AGREEMENT.** This Agreement constitutes and expresses the entire agreement of the parties hereto in reference to any of the matters herein provided for or herein discussed or mentioned in reference to the providing of such services, all promises, representatives, and understandings relative hereto being herein merged.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_ 2004.

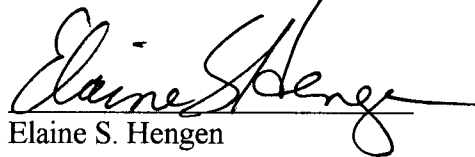
THE CITY OF EL PASO

ATTEST:

\_\_\_\_\_  
Joe Wardy, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
Elaine S. Hengen  
Assistant City Attorney

CONTRACTOR:  
Sandie Sparks

  
\_\_\_\_\_